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Attorneys for Plaintiff Baseprotect UG, Ltd.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

BASEPROTECT UG, LTD., a German
Corporation,

Plaintiff,

v.

JOHN DOES 1-X (such persons being
presently unknown),

Defendants.

Civ. Action. No.

COMPLAINT

Plaintiff Baseprotect UG, Ltd. (“Baseprotect”), by and through its undersigned attorneys, respectfully submits its Complaint and allege against Defendants, John Does 1-X, as follows:

SUMMARY OF ACTION

1. This is a civil action seeking damages and injunctive relief for copyright infringement under the copyright laws of the United States. 17 U.S.C. § 101 *et seq.* The defendants in this matter are persons who participated, both as uploaders and downloaders, in the unlawful distribution of a copyrighted work on the internet using a torrent protocol.

JURISDICTION AND VENUE

2. This Court has jurisdiction under 17 U.S.C. § 101 *et seq.*; 28 U.S.C. 1331 (federal question); and 28 U.S.C. 1338(a) (copyright).

3. On information and belief, personal jurisdiction in this District is proper because each Defendant, without consent or permission of the copyright owner, illegally disseminated the motion picture “Caicho” in every jurisdiction in the United States, including this one. In addition, each Defendant contracted with Comcast, found within this District, to be its ISP to provide each Defendant with Internet access that allowed Defendants’ infringing activities.

4. Venue in this jurisdiction is proper. See 28 U.S.C. §§ 1391 (b), 1400 (a). Although the true identity of each Defendant is unknown to Baseprotect at this time, upon information and belief, each Defendant may be found in this District and/or a substantial part of the acts of infringement complained of herein occurred in this District. Moreover, the ISP that provided service, directly or through subsidiaries, may be found within this district.

PARTIES

5. Plaintiff Baseprotect UG, Ltd. is a German limited company with its principal place of business at Friedrich-Engles-Str.5, 67655 Kaiserslautern, Germany. Baseprotect is in the business of assisting the holders of valid copyrights to protect against infringement through unlawful copying on the internet.

6. Baseprotect is the exclusive licensee from Magic Hour Spoilka z o.o. of the right to distribute the motion picture Caicho via filesharing networks. As such, Baseprotect holds an exclusive right subject to protection from infringement under applicable law.

7. The true names and capacities of Defendants are unknown to Baseprotect at this time. Each Defendant is known to Baseprotect only by the Internet Protocol (“IP”) address assigned to that Defendant by his or her ISP on the date and time of that Defendants’ infringing activity. A true and accurate copy of information related to these infringing acts is attached

hereto as **Exhibit A**. Baseprotect believes that information obtained in discovery will lead to the identification of each Defendant's true name.

8. Although Baseprotect does not know the true names of Defendants, joinder is warranted and appropriate in the instant case. Each Defendant committed copyright infringement by downloading and distributing the copyrighted motion picture "Caicho," owned by Baseprotect through the same P2P torrent network and all through Comcast as Defendants' ISP. Accordingly, Baseprotect's right to relief arises out of the same series of transactions or occurrences and questions of law or fact exist that are common to all Defendants.

THE ILLEGAL COPYING

9. The copyrighted motion picture "Caicho" was transferred in violation of the exclusive rights of plaintiff among Peer-to-Peer (P2P) network users by a "Bit Torrent protocol," or "torrent." The torrent permits internet users, regardless of limited uploading and downloading capabilities on their computers, to participate in transferring large amounts of data across the P2P network.

10. In a torrent, the initial file provider intentionally chooses to share a file with the torrent and this initial file is called a "seed." Other users on the P2P network, known as "peers," connect to the seed file in order to download the work to their own computers.

11. In traditional P2P networks, a user needed to download the entire file from only one other user and that user had to make the entire file available for downloading. The torrent technology, however, provides each downloading user to receive pieces of a file from multiple users that together comprise the whole, while at the same time provides that the downloading user simultaneously becomes an uploader as well.

12. This piecemeal downloading system is referred to as a “swarm,” which leads to viral spreading of the file throughout users. Every user who downloads the file also disseminates the file to others. Each user is simultaneously both a copier and a distributor within the torrent swarm.

13. Thus, each of the infringers was involved in a concerted action to distribute the work, simultaneously downloading and distributing illegal copyrights of Baseprotect’s motion picture from many ISPs in numerous jurisdictions around the country.

COUNT I
COPYRIGHT INFRINGEMENT

14. Baseprotect incorporates each and every allegation contained in paragraphs 1- 13 in their entirety as if set forth at length herein.

15. Baseprotect is, and at all relevant times has been, licensee of exclusive rights under United States copyright law with respect to P2P file-sharing of the motion picture “Caicho.” This motion picture is the subject of a valid Certificate of Copyright Registration issued by the Register of Copyrights to Baseprotect. A true and accurate copy of the Certificate of Copyright Registration is attached hereto as **Exhibit B**. A true and accurate copy of the License Agreement between Baseprotect and Magic Hour is attached hereto as **Exhibit C**.

16. Under the Copyright Act and pursuant to a valid license agreement, Baseprotect has the exclusive copyrights in the motion picture “Caicho” with respect to file-sharing in P2P torrent networks.

17. Upon information and belief, each Defendant, without the permission or consent of Baseprotect, has continuously used, and continues to use, an online media distribution system to download and/or distribute to the public the motion picture “Caicho.” Exhibit A identifies on a Defendant-by-Defendant basis the IP address with the date and time of capture of the motion

picture “Caicho,” without the permission or consent of Baseprotect, downloaded and/or distributed to the public. Through his or her continuous and ongoing acts of downloading and/or distributing to the public of the motion picture “Caicho,” each Defendant has violated Baseprotect’s exclusive rights of in the motion picture “Caicho” with respect to file-sharing in P2P torrent networks. Each Defendant’s actions constitute infringement of Baseprotect’s exclusive rights.

18. Upon information and belief, the foregoing acts of infringement have been willful, intentional, and in disregard of and with indifference to the rights of Baseprotect.

19. As a result of each Defendant’s infringement of Baseprotect’s exclusive rights, Baseprotect is entitled to statutory damages pursuant to 17 U.S.C. § 504(c) against each Defendant for each infringement by that Defendant of the motion picture “Caicho.” Baseprotect is further entitled to its attorneys’ fees and costs pursuant to 17 U.S.C. § 505.

20. The conduct of each Defendant is causing and, unless enjoined and restrained by this Court, will continue to cause Baseprotect irreparable injury for which injunctive relief is afforded under 17 U.S.C. §§ 502 and 503. Accordingly, Baseprotect is entitled to injunctive relief prohibiting each Defendant from further infringing Baseprotect’s copyrights, and ordering that each Defendant destroy all copies of the motion picture “Caicho” obtained in violation of Baseprotect’s exclusive rights.

WHEREFORE, Baseprotect demands judgment against each Defendant as follows:

1. For an injunction providing:
“Defendant shall be and hereby is enjoined from directly or indirectly infringing Baseprotect’s rights under federal or state law in the motion picture “Caicho,” whether now in existence or later created, that is owned or controlled by Baseprotect (or any parent, subsidiary, or affiliate of

Baseprotect), including without limitation by using the Internet or any online media distribution system to reproduce (i.e. download) the motion picture “Caicho” or to distribute (i.e. upload) the motion picture “Caicho,” except pursuant to a lawful license or with the express authority of Baseprotect. Defendant shall destroy all copies of the motion picture “Caicho” that Defendant has downloaded onto any computer hard drive or server without Baseprotect’s authorization and shall destroy all copies of those downloaded onto any physical medium or device in Defendant’s possession, custody, or control.”

2. For statutory damages for each infringement of the motion picture “Caicho” pursuant to 17 U.S.C. § 504.
3. For Baseprotect’s costs in this action.
4. For Baseprotect’s reasonable attorneys’ fees incurred herein.
5. For such other and further relief as the Court may deem just and proper.

JURY DEMAND

Attorneys for Plaintiff Baseprotect demand trial by jury as to all issues so triable.

DATED: December 28, 2010

THE MCDANIEL LAW FIRM, P.C.



By: _____

Jay R. McDaniel, Esq.

Attorneys for Plaintiff Baseprotect UG, Ltd.

LOCAL RULE 11.2 CERTIFICATION

I certify that to the best of my knowledge, the matter in controversy is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding.

DATED: December 28, 2010

THE MCDANIEL LAW FIRM, P.C.



By: _____

Jay R. McDaniel, Esq.

Attorneys for Plaintiff Baseprotect UG, Ltd.

EXHIBIT A

BaseProtect UG, Ltd.

Number	Service Provider	IP Address	Date	Time
1	Comcast Cable Communications Holdings, Inc	66.176.176.255	07.05.2010	17:23:36
2	Comcast Cable Communications, IP Services	67.171.199.251	07.05.2010	11:21:16
3	Comcast Cable Communications, Inc.	67.190.184.225	07.05.2010	09:58:18
4	Comcast Cable Communications, Inc.	98.212.188.231	07.05.2010	08:42:47
5	Comcast Cable Communications, Inc.	98.226.178.108	07.05.2010	10:53:41
6	Comcast Cable Communications	24.13.67.169	07.05.2010	08:42:19
7	Comcast Cable Communications, Inc.	24.13.69.162	07.05.2010	23:34:00
8	Comcast Cable Communications, Inc.	24.13.69.229	07.05.2010	22:10:59
9	Comcast Cable Communications	24.15.6.247	07.05.2010	10:18:19
10	Comcast Cable Communications	24.16.84.185	07.05.2010	22:12:03
11	Comcast Cable Communications, Inc.	24.7.254.173	07.05.2010	19:37:47
12	Comcast Cable Communications, Inc.	67.162.54.251	07.05.2010	08:41:40
13	Comcast Cable Communications, Inc.	67.163.53.33	07.05.2010	09:37:46
14	Comcast Cable Communications, IP Services	67.167.40.180	07.05.2010	08:41:41
15	Comcast Cable Communications, IP Services	67.169.207.55	07.05.2010	08:38:49
16	Comcast Cable Communications, IP Services	67.174.9.66	07.05.2010	08:21:26
17	Comcast Cable Communications, Inc	67.175.93.26	07.05.2010	22:52:34
18	Comcast Cable Communications, Inc.	68.39.162.0	07.05.2010	17:36:55
19	Comcast Cable Communications, Inc.	68.46.41.124	07.05.2010	21:07:02
20	Comcast Cable Communications, Inc.	68.52.237.16	07.05.2010	15:16:21
21	Comcast Cable Communications, Inc.	68.61.242.234	07.05.2010	08:40:42
22	Comcast Cable Communications, Inc.	68.63.116.244	07.05.2010	08:43:05
23	Comcast Cable Communications, Inc.	68.80.46.59	07.05.2010	23:42:15
24	Comcast Cable Communications, Inc.	68.83.62.50	07.05.2010	23:23:37
25	Comcast Cable Communications, Inc.	69.253.217.93	07.05.2010	11:23:50
26	Comcast Cable Communications Holdings, Inc	71.57.16.224	07.05.2010	09:51:55
27	Comcast Cable Communications, Inc.	69.243.109.233	08.05.2010	17:32:46
28	Comcast Cable Communications, Inc.	76.127.146.227	08.05.2010	03:59:59
29	Comcast Cable Communications, Inc.	98.223.213.149	08.05.2010	23:55:13
30	Comcast Cable Communications, Inc.	24.13.106.1	08.05.2010	01:15:02
31	Comcast Cable Communications, Inc.	24.13.137.181	08.05.2010	16:37:24
32	Comcast Cable Communications, Inc.	24.13.143.228	08.05.2010	00:20:32
33	Comcast Cable Communications	24.13.55.229	08.05.2010	07:04:06
34	Comcast Cable Communications, Inc.	24.15.62.202	08.05.2010	23:30:01
35	Comcast Cable Communications Holdings, Inc	24.34.188.252	08.05.2010	04:48:06
36	Comcast Cable Communications Holdings, Inc	24.60.170.110	08.05.2010	05:18:57
37	Comcast Cable Communications Holdings, Inc	24.63.159.36	08.05.2010	00:24:23
38	Comcast Cable Communications	24.7.203.40	08.05.2010	02:37:37
39	Comcast Cable Communications Holdings, Inc	24.98.84.233	08.05.2010	01:15:35
40	Comcast Cable Communications, Inc.	67.163.17.164	08.05.2010	17:41:10
41	Comcast Cable Communications, IP Services	67.167.231.7	08.05.2010	01:30:06
42	Comcast Cable Communications, IP Services	67.172.87.173	08.05.2010	18:35:10
43	Comcast Cable Communications, Inc.	68.36.228.103	08.05.2010	01:11:19
44	Comcast Cable Communications, Inc.	68.51.111.43	08.05.2010	23:33:34
45	Comcast Cable Communications, Inc.	71.199.225.87	08.05.2010	04:47:28
46	Comcast Cable Communications, Inc.	71.225.176.49	08.05.2010	20:01:31
47	Comcast Cable Communications, Inc.	71.232.48.18	08.05.2010	00:58:57
48	Comcast Cable Communications, Inc.	71.235.138.97	08.05.2010	04:16:36
49	Comcast Cable Communications Holdings, Inc	71.57.114.100	08.05.2010	01:00:34
50	Comcast Cable Communications Holdings, Inc	71.57.9.39	08.05.2010	20:20:21
51	Comcast Cable Communications, Inc.	76.108.231.71	08.05.2010	13:06:01
52	Comcast Cable Communications, Inc.	76.111.67.83	08.05.2010	06:26:13
53	Comcast IP Services, L.L.C.	96.106.189.0	08.05.2010	12:56:34
54	Comcast IP Services, L.L.C.	96.160.26.0	08.05.2010	00:41:20
55	Comcast IP Services, L.L.C.	96.174.139.0	08.05.2010	23:46:04
56	Comcast IP Services, L.L.C.	96.192.115.0	08.05.2010	09:58:17
57	Comcast Cable Communications, LLC	96.200.180.0	08.05.2010	10:09:46
58	Comcast Cable Communications, LLC	96.200.254.0	08.05.2010	07:32:58

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Number	Service Provider	IP Address	Date	Time
59	Comcast Cable Communications, Inc.	98.206.235.13	08.05.2010	18:35:30
60	Comcast Cable Communications, Inc.	98.226.178.18	08.05.2010	03:40:36
61	Comcast Cable Communications, LLC	98.53.139.0	08.05.2010	20:48:58
62	Comcast Cable Communications, Inc.	24.13.100.180	09.05.2010	00:18:13
63	Comcast Cable Communications, Inc.	24.13.109.203	09.05.2010	09:16:45
64	Comcast Cable Communications, Inc.	24.13.138.82	09.05.2010	17:45:49
65	Comcast Cable Communications	24.13.142.87	09.05.2010	07:42:16
66	Comcast Cable Communications, Inc.	24.13.216.16	09.05.2010	01:52:01
67	Comcast Cable Communications, Inc.	24.13.45.80	09.05.2010	21:27:44
68	Comcast Cable Communications, Inc.	24.13.5.128	09.05.2010	07:15:24
69	Comcast Cable Communications	24.2.226.237	09.05.2010	03:04:50
70	Comcast Cable Communications, Inc.	24.2.4.0	09.05.2010	00:50:32
71	Comcast Cable Communications, IP Services	67.165.161.48	09.05.2010	06:27:30
72	Comcast Cable Communications, IP Services	67.167.9.199	09.05.2010	20:04:56
73	Comcast Cable Communications, Inc.	68.51.99.47	09.05.2010	03:03:18
74	Comcast Cable Communications, Inc.	69.142.119.30	09.05.2010	07:54:01
75	Comcast Cable Communications, Inc.	69.244.64.147	09.05.2010	07:22:07
76	Comcast Cable Communications, Inc.	71.207.25.122	09.05.2010	01:10:36
77	Comcast Cable Communications, Inc.	71.225.7.221	09.05.2010	23:16:12
78	Comcast Cable Communications, Inc.	71.233.189.17	09.05.2010	21:10:04
79	Comcast Cable Communications, Inc.	76.103.68.0	09.05.2010	18:21:54
80	Comcast IP Services, L.L.C.	96.185.208.0	09.05.2010	21:41:26
81	Comcast Cable Communications, Inc.	98.203.26.153	09.05.2010	05:16:44
82	Comcast Cable Communications, Inc.	98.215.68.167	09.05.2010	17:46:05
83	Comcast Cable Communications, Inc.	98.226.31.2	09.05.2010	03:46:13
84	Comcast Cable Communications, Inc.	69.141.140.207	10.05.2010	06:41:25
85	Comcast Cable Communications, LLC	174.171.153.0	10.05.2010	14:11:12
86	Comcast Cable Communications	24.11.15.0	10.05.2010	15:38:25
87	Comcast Cable Communications, Inc.	24.13.135.134	10.05.2010	23:22:43
88	omcast Cable Communications, Inc.	24.13.220.2	10.05.2010	15:30:28
89	Comcast Cable Communications (C00717037)	24.13.52.30	10.05.2010	02:34:50
90	Comcast Cable Communications (C00717037)	24.14.42.69	10.05.2010	06:23:56
91	Comcast Cable Communications (C00681395)	24.2.238.99	10.05.2010	04:05:57
92	Comcast Cable Communications (C00681395)	24.2.244.78	10.05.2010	01:47:44
93	Comcast Cable Communications (C00703333)	24.9.16.0	10.05.2010	21:28:55
94	Comcast Cable Communications Holdings, Inc (C02610698)	24.98.164.189	10.05.2010	13:46:54
95	Comcast Cable Communications, Inc. (C00500660)	67.162.87.25	10.05.2010	06:25:05
96	Comcast Cable Communications, Inc. (C00494875)	68.37.6.0	10.05.2010	13:13:20
97	Comcast Cable Communications Holdings, Inc (C02610779)	75.73.119.43	10.05.2010	10:39:36
98	Comcast Cable Communications, Inc. (C01644758)	76.112.8.0	10.05.2010	22:37:16
99	Comcast Cable Communications, LLC (C01643846)	76.138.24.0	10.05.2010	14:36:37
100	Comcast Cable Communications, Inc. (CMCS)	76.16.48.252	10.05.2010	00:11:43
101	Comcast Cable Communications, Inc. (CMCS)	76.17.109.0	10.05.2010	16:08:25
102	Comcast Cable Communications, Inc. (C01622323)	76.26.138.0	10.05.2010	13:18:58
103	Comcast Cable Communications, Inc. (C01616564)	76.96.78.0	10.05.2010	15:48:52
104	Comcast IP Services, L.L.C. (CISL-5)	96.112.144.0	10.05.2010	10:14:56
105	Comcast IP Services, L.L.C. (C02632037)	96.115.114.0	10.05.2010	18:58:41
106	Comcast IP Services, L.L.C. (CISL-5)	96.119.174.0	10.05.2010	19:53:32
107	Comcast Cable Communications, Inc. (C01824758)	98.209.12.2	10.05.2010	03:41:31
108	Comcast Cable Communications, Inc. (C01860262)	98.212.29.46	10.05.2010	10:37:10
109	Comcast Cable Communications, Inc. (CMCS)	98.220.227.42	10.05.2010	19:09:48
110	Comcast Cable Communications, Inc. (C01942713)	98.234.179.59	10.05.2010	06:24:54
111	Comcast Cable Communications, Inc. (C02253897)	98.252.194.0	10.05.2010	07:12:46
112	Comcast Cable Communications, LLC (C01828806)	98.55.94.0	10.05.2010	16:06:52

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Number	Service Provider	IP Address	Date	Time
113	Comcast Cable Communications (C00717037)	24.12.105.223	11.05.2010	02:23:58
114	Comcast Cable Communications (C00717037)	24.13.136.145	11.05.2010	07:13:42
115	Comcast Cable Communications (C00717037)	24.15.248.232	11.05.2010	09:20:41
116	Comcast Cable Communications (C00703335)	24.5.8.157	11.05.2010	04:05:49
117	Comcast Cable Communications, Inc. (C00500644)	67.163.82.14	11.05.2010	06:32:45
118	Comcast Cable Communications, Inc. (C00500644)	67.163.87.86	11.05.2010	01:09:10
119	Comcast Cable Communications, IP Services (C00681399)	67.173.48.196	11.05.2010	03:31:30
120	Comcast Cable Communications, Inc. (C01136191)	67.191.161.0	11.05.2010	12:48:13
121	Comcast Cable Communications, Inc.(C01612708)	68.63.108.0	11.05.2010	09:10:33
122	Comcast Cable Communications (C01605113)	71.239.58.152	11.05.2010	06:05:48
123	Comcast IP Services, L.L.C. (C01623910)	73.233.164.0	11.05.2010	21:30:53
124	Comcast Cable Communications Holdings, Inc(C02610778)	75.72.104.231	11.05.2010	04:14:47
125	Comcast Cable Communications, LLC (C01948828)	76.131.65.0	11.05.2010	14:23:25
126	Comcast Cable Communications, Inc. (C01491897)	76.22.5.0	11.05.2010	14:18:47
127	Comcast IP Services, L.L.C. (C01849731)	96.145.207.0	11.05.2010	08:28:41
128	Comcast Cable Communications, LLC (C01901891)	96.198.29.0	11.05.2010	02:42:52
129	Comcast Cable Communications, LLC (C01903782)	96.200.95.0	11.05.2010	08:30:44
130	Comcast IP Services, L.L.C. (C01918500)	96.65.18.0	11.05.2010	00:02:16
131	Comcast IP Services, L.L.C. (C02223804)	96.78.166.0	11.05.2010	00:40:11
132	Comcast Cable Communications, Inc. (C01860262)	98.213.167.0	11.05.2010	05:23:32
133	Comcast Cable Communications, Inc. (C02209068)	98.251.104.0	11.05.2010	00:02:33
134	Comcast Cable Communications, LLC (C01751002)	98.51.177.0	11.05.2010	10:43:23
135	Comcast Cable Communications, Inc (C00762083)	69.139.152.127	12.05.2010	04:58:13
136	Comcast Cable Communications, Inc. (C01618415)	76.104.166.106	12.05.2010	05:05:49
137	Comcast Cable Communications, LLC (C01952698)	174.162.103.0	12.05.2010	02:20:18
138	Comcast Cable Communications, LLC (CCCS)	174.164.164.0	12.05.2010	09:51:47
139	Comcast Cable Communications, Inc. (C02125572)	174.48.11.0	12.05.2010	08:55:07
140	Comcast Cable Communications, Inc. (C02335817)	174.59.131.0	12.05.2010	09:40:47
141	Comcast Cable Communications (C00717037)	24.13.139.107	12.05.2010	04:17:43
142	Comcast Cable Communications Holdings, Inc (C02610736)	24.131.198.0	12.05.2010	03:27:19
143	Comcast Cable Communications (C00717037)	24.14.160.247	12.05.2010	00:44:07
144	Comcast Cable Communications, Inc. (C01931966)	24.23.91.0	12.05.2010	09:39:53
145	Comcast Cable Communications, Inc. (C00491989)	68.46.11.74	12.05.2010	22:49:10
146	Comcast Cable Communications, Inc. (C00492001)	68.56.34.0	12.05.2010	00:46:50
147	Comcast Cable Communications, Inc. (C01220392)	68.60.147.18	12.05.2010	15:48:12
148	Comcast Cable Communications, IP Services (C01275226)	71.201.65.156	12.05.2010	09:52:03
149	Comcast Cable Communications, IP Services (C01338695)	71.205.96.53	12.05.2010	00:33:10
150	Comcast Cable Communications Holdings, Inc (C02607884)	71.57.45.43	12.05.2010	04:19:43
151	Comcast Cable Communications Holdings, Inc (C02607884)	71.57.5.181	12.05.2010	01:05:01
152	Comcast Cable Communications, Inc. (C01650300)	76.116.198.70	12.05.2010	20:21:40
153	Comcast Cable Communications, Inc. (C01491897)	76.22.58.157	12.05.2010	07:22:42
154	Comcast IP Services, L.L.C. (C01651884)	96.161.226.0	12.05.2010	09:36:14
155	Comcast IP Services, L.L.C. (C01655273)	96.163.33.0	12.05.2010	18:02:42
156	Comcast IP Services, L.L.C. (C02072821)	96.182.238.0	12.05.2010	15:50:05
157	Comcast IP Services, L.L.C. (C02343596)	96.86.19.0	12.05.2010	01:00:08
158	Comcast Cable Communications, Inc. (C01842358)	98.217.191.0	12.05.2010	16:36:08

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Number	Service Provider	IP Address	Date	Time
159	Comcast Cable Communications, Inc. (C02208932)	98.250.48.0	12.05.2010	14:01:50
160	Comcast Cable Communications, Inc. (C02303996)	98.254.62.90	12.05.2010	17:39:55
161	Comcast Cable Communications, LLC (C01709147)	98.37.45.0	12.05.2010	10:30:56
162	Comcast Cable Communications, LLC (C01767107)	98.52.1.0	12.05.2010	23:03:20
163	Comcast Cable Communications, LLC (C01845462)	98.57.255.0	12.05.2010	01:59:10
164	Comcast Cable Communications, Inc. (C01918499)	98.243.196.243	13.05.2010	15:05:17
165	Comcast Cable Communications, LLC (C02357028)	174.176.249.0	13.05.2010	02:18:46
166	Comcast Cable Communications (C00717037)	24.13.171.204	13.05.2010	04:02:03
167	Comcast Cable Communications (C00717037)	24.14.47.12	13.05.2010	07:04:05
168	Comcast Cable Communications (C00717037)	24.14.47.14	13.05.2010	05:59:27
169	Comcast Cable Communications Holdings, Inc (C02610739)	24.218.113.8	13.05.2010	07:39:43
170	Comcast Cable Communications Holdings, Inc (C02610698)	24.98.206.0	13.05.2010	10:57:10
171	Comcast Cable Communications, Inc. (C01220387)	68.61.93.250	13.05.2010	03:51:28
172	Comcast Cable Communications, Inc. (C00491992)	68.80.75.247	13.05.2010	01:03:42
173	Comcast Cable Communications, Inc. (C01336543)	69.141.44.16	13.05.2010	13:40:05
174	Comcast Cable Communications (C01605113)	71.239.21.37	13.05.2010	20:41:59
175	Comcast Cable Communications, Inc. (C01129185)	73.191.164.0	13.05.2010	08:40:17
176	Comcast Cable Communications, Inc. (C01650401)	76.119.35.0	13.05.2010	12:58:21
177	Comcast Cable Communications, Inc. (C01743129)	76.124.58.151	13.05.2010	03:53:40
178	Comcast IP Services, L.L.C. (C01849731)	96.145.60.0	13.05.2010	15:05:23
179	Comcast Cable Communications, Inc. (C01663448)	98.199.9.0	13.05.2010	19:04:38
180	Comcast Cable Communications, Inc. (C02118987)	98.238.198.0	13.05.2010	23:48:46
181	Comcast Cable Communications, Inc. (C02072824)	98.247.39.0	13.05.2010	23:04:31
182	Comcast Cable Communications, LLC (C01705596)	98.40.8.0	13.05.2010	10:01:45
183	Comcast Cable Communications, LLC (C01845462)	98.57.177.0	13.05.2010	06:03:39
184	Comcast Cable Communications, LLC (C02005287)	174.165.133.0	14.05.2010	18:27:57
185	Comcast Cable Communications (C00717037)	24.13.137.99	14.05.2010	05:31:54
186	Comcast Cable Communications, Inc. (C00491517)	68.32.32.4	14.05.2010	23:06:25
187	Comcast Cable Communications, Inc. (C01220392)	68.60.185.0	14.05.2010	12:14:33
188	Comcast Cable Communications, Inc. (C01543875)	68.60.240.199	14.05.2010	05:14:39
189	Comcast Cable Communications, IP Services (C01275226)	71.201.157.26	14.05.2010	05:02:03
190	Comcast Cable Communications Holdings, Inc (C02607885)	71.57.174.172	14.05.2010	07:17:34
191	Comcast Cable Communications, LLC (C01479050)	76.132.227.0	14.05.2010	12:31:59
192	Comcast IP Services, L.L.C. (CISL-5)	96.107.231.0	14.05.2010	09:22:47
193	Comcast IP Services, L.L.C. (CISL-5)	96.108.60.0	14.05.2010	00:38:24
194	Comcast Cable Communications, Inc. (C01943923)	98.229.199.0	14.05.2010	22:25:01
195	Comcast Cable Communications, LLC (C02628246)	174.188.159.0	15.05.2010	22:29:48
196	Comcast Cable Communications, Inc. (C02341832)	174.56.208.0	15.05.2010	23:54:46
197	Comcast Cable Communications (C00717037)	24.13.139.89	15.05.2010	04:46:51
198	Comcast Cable Communications (C00717037)	24.13.216.107	15.05.2010	06:28:11
199	Comcast Cable Communications (C00717037)	24.14.43.25	15.05.2010	03:24:03
200	Comcast Cable Communications (C00681395)	24.2.233.32	15.05.2010	22:11:42
201	Comcast Cable Communications Holdings, Inc (C02610695)	24.62.161.89	15.05.2010	14:45:22
202	Comcast Cable Communications (C00703333)	24.9.146.0	15.05.2010	22:14:46

BaseProtect UG, Ltd.

Number	Service Provider	IP Address	Date	Time
203	Comcast Cable Communications, Inc. (C00500660)	67.162.55.88	15.05.2010	02:37:39
204	Comcast Cable Communications, Inc. (C01336543)	69.141.137.27	15.05.2010	22:03:20
205	Comcast Cable Communications Holdings, Inc (C02607884)	71.57.44.209	15.05.2010	03:08:23
206	Comcast Cable Communications Holdings, Inc (C02607884)	71.57.59.34	15.05.2010	00:24:27
207	Comcast IP Services, L.L.C. (C01335516)	73.11.165.0	15.05.2010	22:12:45
208	Comcast Cable Communications, Inc. (C01618408)	76.99.254.0	15.05.2010	22:17:49
209	Comcast IP Services, L.L.C. (C01651884)	96.161.34.0	15.05.2010	20:52:47
210	Comcast IP Services, L.L.C. (C01943924)	96.67.7.0	15.05.2010	22:41:01
211	Comcast Cable Communications, LLC (C01678645)	98.36.76.0	15.05.2010	02:39:19
212	Comcast Cable Communications, LLC (C01845462)	98.57.22.0	15.05.2010	04:39:15
213	Comcast Cable Communications, Inc (C00934629)	67.176.232.188	16.05.2010	02:04:04
214	Comcast Cable Communications, LLC (C02389697)	174.180.52.0	16.05.2010	01:12:20
215	Comcast Cable Communications, Inc. (CMCS)	24.1.115.186	16.05.2010	02:43:15
216	Comcast Cable Communications (C00717037)	24.13.107.57	16.05.2010	21:00:59
217	Comcast Cable Communications (C00717037)	24.15.252.237	16.05.2010	03:30:43
218	Comcast Cable Communications, IP Services (C00628463)	67.169.161.0	16.05.2010	14:20:04
219	Comcast Cable Communications, Inc. (C01173936)	71.194.45.20	16.05.2010	05:37:40
220	Comcast Cable Communications, LLC (C01415862)	74.144.207.0	16.05.2010	03:56:03
221	Comcast Cable Communications, LLC (C01612815)	76.145.115.0	16.05.2010	12:19:57
222	Comcast Cable Communications, LLC (C01849863)	98.59.6.0	16.05.2010	17:52:24
223	Comcast Cable Communications, IP Services (C00612398)	67.167.254.131	17.05.2010	04:02:04
224	Comcast Cable Communications (C00703340)	24.10.115.0	17.05.2010	19:03:17
225	Comcast Cable Communications (C00717037)	24.13.245.240	17.05.2010	10:13:30
226	Comcast Cable Communications (C00717037)	24.13.64.151	17.05.2010	18:21:49
227	Comcast Cable Communications (C00717037)	24.14.89.109	17.05.2010	21:29:02
228	Comcast Cable Communications (C00743375)	24.20.133.0	17.05.2010	16:31:10
229	Comcast Cable Communications Holdings, Inc (C02610693)	24.34.162.0	17.05.2010	18:27:34
230	Comcast Cable Communications (C00703333)	24.9.230.0	17.05.2010	21:49:18
231	Comcast Cable Communications, Inc. (C00500644)	67.163.83.208	17.05.2010	16:07:16
232	Comcast Cable Communications, IP Services (C00661750)	67.165.174.11	17.05.2010	18:45:32
233	Comcast Cable Communications, Inc. (C01480028)	67.167.161.0	17.05.2010	10:14:36
234	Comcast Cable Communications Holdings, Inc (C02607884)	71.57.115.129	17.05.2010	00:32:40
235	Comcast IP Services, L.L.C. (C01914929)	96.153.250.0	17.05.2010	21:59:36
236	Comcast Cable Communications, Inc. (C01666253)	96.164.147.0	17.05.2010	21:58:09
237	Comcast IP Services, L.L.C. (C01737734)	96.175.206.0	17.05.2010	20:19:08
238	Comcast IP Services, L.L.C. (C02072821)	96.182.151.0	17.05.2010	20:06:12
239	Comcast Cable Communications, LLC (C01888906)	96.193.251.0	17.05.2010	09:10:40
240	Comcast Cable Communications, LLC (C02219554)	96.217.89.0	17.05.2010	16:14:33
241	Comcast Cable Communications, Inc. (C01941713)	98.245.103.0	17.05.2010	09:02:59

EXHIBIT B

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number
PA 1-709-851

**Effective date of
registration:**

December 3, 2010

Title

Title of Work: CIACHO

Completion/Publication

Year of Completion: 2010

Date of 1st Publication: January 10, 2010

Nation of 1st Publication: Poland

Author

■ **Author:** Patrick Vega
Author Created: entire motion picture

Work made for hire: No

Citizen of: Poland

Domiciled in: Poland

Copyright claimant

Copyright Claimant: Peter Bechthold
Friedrich-Engels-STR, Kaiserslautern, 67655, Germany

Transfer Statement: By written agreement

Certification

Name: Peter Bechthold

Date: November 29, 2010

EXHIBIT C

License Agreement (Motion picture)

Between

BASEPROTECT UG

Director -Peter Bechthold
Friedrich-Engels-Str.5
67655 Kaiserslautern
Germany

- BASEPROTECT -

And

MAGIC HOUR Spółka z o.o.

Magdalena Zielska - CEO and
Patryk Vega - Vice CEO
ul. Raclawicka 127/12
02-117 Warsaw
POLAND
KRS 0000150284
NIP 526-26-78-243

- LICENSOR-

1. Terms of Contract

LICENSOR produces motion picture and owns and controls all rights, title and interest in the motion picture (incl. sounds, pictures, and any trademarks on further content) as described and specified in the enclosed **Amendment 1** to this agreement here (hereinafter referred to as motion picture). Baseprotect is engaged in the prevention of online exploitation of different rights and / or products and also obtains from producers of motion picture exclusive rights in order to enable Baseprotect in its own name and on its own account to prevent the illegal exploitation of these rights in Filesharing Networks.

Herewith, LICENSOR appoints Baseprotect according to the following provisions. The parties agree that **for LICENSOR** this appointment shall **not produce any costs**.

2. Transfer of Rights / Warranties / Third party claims

LICENSOR, herewith, transfers to Baseprotect for the entire duration of this agreement the worldwide and exclusive right in motion picture listed in attachments to this Agreement with respect to filesharing in P2P networks, e.g. limited to networks where

participants are user and supplier at the same time and where a participant makes publicly available content which is stored on his personal computer directly to other participants without inclusion of a centralized server. This transfer of right shall apply to filesharing networks such as bittorent, eDonkey, eMule, Bearshare, Gnutella, Gnutella2, Kazaa, Limewire, Fast Track, Soulseek, GUNet or Kademlia.

LICENSOR guarantees that he actually owns and controls all rights transferred to Baseprotect here and as a consequence and in case that Baseprotect will be held responsible for any third party claims will hold Baseprotect fully harmless of all such claims. If required and requested by Baseprotect, LICENSOR will at all times immediately support Baseprotect to enable Baseprotect to fully comply with the abovementioned appointment as the case may be to and will therefore especially provide Baseprotect with all documents and / or other proofs to substantiate LICENSORS chains of title.

3. Prosecution of Rights

LICENSOR is aware of the fact, that Baseprotect is detecting and prosecuting illegal offers of the motion picture in said networks and that Baseprotect will take different legal steps to pursue such offers by all means (civil and / or criminal prosecution). For the avoidance of any doubt, LICENSOR herewith confirms that if illegal usage of the motion picture is detected, Baseprotect is fully entitled in its own name and on its own account to take all legal steps to prepare or initiate criminal proceedings and / or to assert all claims such as e.g. to stop any further exploitation, for information, compensation, reimbursement of expenses and all other claims provided in the applicable laws, rules and regulations. Baseprotect is also fully entitled without LICENSORS consent to conclude all kinds of agreements (in or out of court) that may be necessary to settle any prosecution or pursuance. Baseprotect has the sole power to decide whether and how illegal offers will be prosecuted. Baseprotect bears all costs borne by Baseprotects prosecution.

4. Reimbursement

In return for the rights granted here, LICENSOR will receive a share of 14 % of all net receipts, collected through Baseprotect. Net receipts are defined as all third party payments due to the prevention of exploitation and prosecution of the rights granted here (not including value-added tax).

Baseprotect shall provide LICENSOR with written statements comprising all net receipts actually received within the relevant period on a quarter-annually basis on 31 march, 30 june, 30 september and 31 december. Payments to LICENSOR will be made within two further weeks. If not objected by LICENSOR within twelve (12) month as of the end of the initial quarter, this statement shall automatically be considered as accepted.

Once a year, LICENSOR has the right – at its own expenses – to have Baseprotects books examined by a neutral and independent certified public accountant. Any incorrectness will lead to additional payments by Baseprotect. Both parties of this contract agree that the result of such control will be kept secret. In case that an examination results in a difference to LICENSORS disadvantage of more than 5 (five percent), Baseprotect will compensate LICENSOR for all costs, that are reasonable and usually paid for comparable examinations.

5. Term



The parties herewith agree to a term of one (1) year as of the date of signature of this agreement here. This term shall extend on a one year basis if not terminated before the initial contract year comes to an end. Regardless of that but always provided that this will not be possible before the end of six (6) month, both parties shall always have the right to terminate this agreement with a three (3) months' notice. Each termination shall always be in writing.

In case that further motion picture is comprised by this agreement, any deadline, period or term shall always calculated on the date the additional motion picture was added.

Both parties' rights to terminate this agreement for serious course remain hereby untouched.

As any motion picture subject of this agreement here independent of any termination of this agreement, Baseprotect will still have the right to continue all prosecutions either out of or in front of a court and finalize all such measures in good faith. Clause 4 of this agreement shall be applicable.

6. Miscellaneous

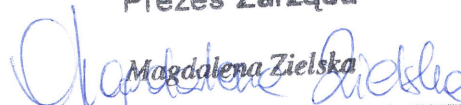
LICENSOR will provide Baseprotect with sample copies of the MOTION PICTURE in a way it is usually sold to customers or retail markets. In case, that Baseprotect in order to prosecute or peruse the rights transferred in this agreement here will need more of such samples or requires other technical configurations, LICENSOR on its own costs will provide Baseprotect with such additional pieces. Baseprotect can use the samples only to detect illegal usage. Samples cannot be used to provoke to commit a crime/illegal use.

No modification, amendment, waiver, termination or discharge of this agreement or of any term thereof shall binding except by an instrument in writing signed by both parties. This shall also apply to the cancellation of this requirement.

The invalidity of one part or parts of this agreement shall not affect the validity of the entire agreement and the parties hereto agree that they will in good faith substitute such invalid part or party by similar valid clauses.

It is agreed that as to the contractual relations between Baseprotect and LICENSOR the laws of Republic of Poland shall be applicable. In case of disputes, the competent court for defendant shall have jurisdiction

Prezes Zarządu



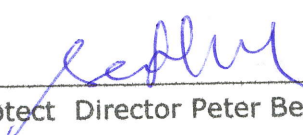
Warsaw 23.03.2010

LICENSOR CEO- Mrs. Magdalena Zielska

WICEPREZES ZARZĄDU

Patryk Vega

VICE CEO Mr. Patryk Vega



Baseprotect Director Peter Bechthold

Amendment 1

Motion picture

Title	Release Date	Territory	Price
Ciacho	06.05.2010	World	50zł

Warsaw 23.03.2010 _____
Prezes Zarządu
Magdalena Zielska
LICENSOR CEO- Mrs. Magdalena Zielska

_____ WICEPREZES ZARZĄDU
Patryk Vega
VICE CEO Mr. Patryk Vega

_____ *Peter Bechthold*
Baseprotect Director Peter Bechthold

Affidavit

In lieu of an oath and being informed that under the German Criminal Code it is considered a criminal offense to make a false affidavit,

I,

Magdalena Zielska - CEO and Patryk Vega - Vice CEO of the company **MAGIC HOUR** Spółka z o.o., ul. Raclawicka 127/12, 02-117 Warsaw, POLAND, KRS 0000150284, NIP 526-26-78-243

herewith declare as follows:

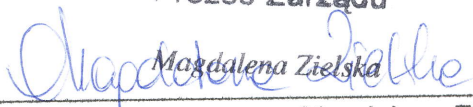
The Company exclusively owns and controls rights in the motion picture as mentioned hereunder. Company's ownership not only includes all rights in the motion picture recordings but also all other rights and claims that may exist also under other legal provisions than the copyright act and also including all rights of the performing artists.

Recordings/Compositions (motion / picture)

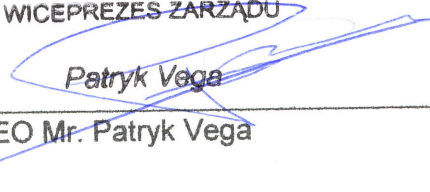
Title	Release Date	Territory	Price
Ciacho	06.05.2010	World	50zł

Prezes Zarządu

Warsaw 23.03.2010


LICENSOR CEO- Mrs. Magdalena Zielska

WICEPREZES ZARZĄDU


VICE CEO Mr. Patryk Vega